

DIVISION OF MINING, LAND AND WATER
MANAGEMENT RIGHT ASSIGNMENT
ADL 226738

The Exxon Valdez Oil Spill (EVOS) Trustee Council reviewed and approved the expenditure of funds to acquire land described in the attached Warranty Deed (Exhibit "A") ("Kenai River Ranch"). The State of Alaska accepted the Warranty Deed for the Kenai River Ranch on August 12, 1997, pursuant to AS 38.05.035(a)(12) and AS 41.21.020 (Department of Natural Resources File - OSL # 1066).


The Alaska Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW) hereby assigns to the Division of Parks and Outdoor Recreation, or its successors in administrative function (DPOR), jurisdiction over and management of the accepted land and land interests described in Exhibit "A," subject to such stipulations and conditions as identified in Attachment "A."

This Management Right Assignment is intended to meet the EVOS Trustee Council's objective to preserve and protect the property in perpetuity in order to restore, enhance, and rehabilitate natural resources injured by EVOS and the services, including recreation, tourism, sport hunting and sport fishing, provided by those natural resources.

Jurisdiction and management of the above-described land shall be consistent with the terms and conditions of the Warranty Deed (including the Conservation Easement issued immediately prior to the deed), AS 41.21, and the regulations implementing AS 41.21. DMLW shall have only those limited administrative rights and responsibilities reserved to itself and identified in Attachment "A." The administrative responsibility of DPOR shall relate back to the instant when title was accepted by DNR on behalf of the State of Alaska for management by DPOR.

DPOR hereby agrees to be bound by this Management Right Assignment, the attached stipulations (Attachment "A"), the attached Purchase Agreement (Attachment "B"), the attached Conservation Easement (Attachment "C"), the attached Lease Agreement (Attachment "D"), and the attached Contract of Lease (Attachment "E"). This Management Right Assignment remains in effect as long as the land is needed for the mission and purpose for which it was acquired.

Dated this 9th day of November, 1999.



Bob Loeffler, Director
Division of Mining, Land and Water
Department of Natural Resources

UNITED STATES OF AMERICA)
State of Alaska)
Third Judicial District)

THIS IS TO CERTIFY that on this 9th day of November, 1999, before me personally appeared Dick Mylius of the Division of Mining, Land and Water, Department of Natural Resources, State of Alaska, who executed the foregoing Management Right Assignment and acknowledged voluntarily signed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year shown above.



Mayetta V. Jeffery
Notary Public in and for the State of Alaska.
My commission expires: 6-22-03

**ACCEPTANCE BY THE DIVISION OF PARKS AND OUTDOOR RECREATION,
DEPARTMENT OF NATURAL RESOURCES**

The terms and conditions of the interest assigned herein are hereby accepted by the Division of Parks and Outdoor Recreation, Department of Natural Resources, State of Alaska this ____ day of November, 1999.

Jim Stratton
Jim Stratton, Director
Division of Parks and Outdoor Recreation
Department of Natural Resources

UNITED STATES OF AMERICA)
State of Alaska)
Third Judicial District)

THIS IS TO CERTIFY that on this 9th day of November, 1999 before me personally appeared Jim Stratton of the Division of Parks and Outdoor Recreation, Department of Natural Resources, State of Alaska, who executed the foregoing Management Right Assignment and acknowledged voluntarily signed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year shown above.



Mayetta V. Jeffery
Notary Public in and for the State of Alaska
My commission expires: 6-22-03

Attachment A

This is to certify that this is a true and correct copy of the original as executed by the authorized lawful authority of the Department of Natural Resources.


Department of Natural Resources

Date

11/10/99

ATTACHMENT "A"
MANAGEMENT RIGHT ASSIGNMENT
ADL 226738
Kenai River Ranch (OSL # 1066)

I. Standard Definitions:

- A. ADEC – State of Alaska, Department of Environmental Conservation.
- B. DNR – State of Alaska, Department of Natural Resources.
- C. DHR - Division of Habitat and Restoration within the Department of Fish and Game.
- D. DMLW – Division of Mining, Land and Water within the Department of Natural Resources.
- E. DPOR - Division of Parks and Outdoor Recreation Water within the Department of Natural Resources.
- F. State - State of Alaska
- G. "Holding Agency" – A State agency that acquires funding to purchase (or acquires by donation or exchange) land or land interest for the State to be utilized to further its mission, but that does not have statutory authority to hold title to land in the name of the State. DNR, Director of the DMLW must accept title on behalf of such an agency and issue it a Management Right. The land or land interest acquired is owned by the State and administered by DNR, which in turn assigns (delegates) limited administrative authority to the agency (the Holding Agency) to utilize the land or land interest for its legislatively directed purpose.
- H. "Land or land interest" - This term is applied to the ownership interest in real property acquired by the State. The interest may be the full "fee" title interest --- evidence of the right to exclusive possession of the land. Or, the possessory interest may be limited to lesser estates such as the mineral rights, the land estate, a severance right to remove gravel, minerals or timber, an exclusive easement or a leasehold interest for a term of years. It may be a form of non-possessory interest such as a non-exclusive easement, equitable servitude or a conservation easement. It may be a combination of the above.

- I. "Personal Property" - That kind of property, or chattel, which usually consists of things temporary and movable, as opposed to property of a local or immovable character (such as land or houses), the latter being called "real property."
- J. "Public Building," "Public Facility," or "Utility Facility" is as defined at AS 35.95.100(6), (7), or (9) (1998).
- K. "Real Property" - Land, and generally whatever is erected or growing upon or affixed to land. Real property interests (such as gravel or trees) severed (removed) or constructively severed (right to remove) from the land become personal property. Personal property affixed to the land, that can be removed without material damage to the realty, remains personal property. Otherwise such fixtures become part of the real property interest.
- L. "Conservation Easement" - Is as defined in AS 34.17.060(1) (1998).
- M. "Valid and Existing Rights" - All conveyances are issued subject to valid and existing rights. These "third-party" interests or dominant rights, or encumbrances, condition the quality or extent of title received under the conveyance document. All title is subject to the sovereign rights of taxation, escheat, eminent domain and police powers. Other rights may have been created by operation of law, grant, dedication, actual possession, or mutual agreement. These rights may be conditional, for a term of years, or perpetual.
- N. "Grandfathered Improvements" - Improvements to real property existing at the time that the Conservation Easement was issued to the United States of America, and to which the State subsequently acquired title. These improvements may include access roads, constructed utilities not under lease or easement, residential buildings, barns, sheds, garages, hay storage structures, fences, water wells, septic systems, and other outbuildings. All such improvements may be maintained or removed, but may not be replaced or substantially modified without concurrence from the holder of the Conservation Easement.

II. Standard Stipulations:

- A. If the land or land interest is acquired under a specific statutory authority, the Agency delegated to function under that authority is the designated Holding Agency. If joint management of the land or land interest is intended in the signed purchase agreement for the acquisition of the land or land interest ("Purchase Agreement"), the agency that had the acquisition funding authority is the lead Holding Agency responsible to enter into a Joint Management Agreement and provide a copy to the Director, DMLW to document the file as to the responsible party actions.
- B. The Holding Agency shall comply with the requirements of AS 38.95.160. AS 38.95.160 requires that publicly financed improvements costing more than \$100,000 be documented by a recorded plat.
- C. Municipalities cannot tax land owned by the State. However, if a special assessment district is created and the landowners involved vote it in, the State is required to pay its fair share of the assessment. Although the State is not required to provide amenities to its land (e.g. electricity, sewer lines, natural gas, etc.), if adjacent landowners want such amenities, the State will not stand in their way, unless it is in the State's best interest. The Holding Agency must respond to any notices of the creation of a pending assessment district and if passed, pay the assessed value affecting the land. The Holding Agency must act as a responsible land manager and protect the interest of the State by not allowing a lien to attach to the land.
- D. If a right-of-way or easement is required by another State agency, municipality, federal entity or a private-sector utility across the land, or to provide support easements for a "Public Building," "Public Facility," or "Utility Facility" or other improvements on the land managed by the Holding Agency; and if the Holding Agency has statutory authority to grant such a right, it may do so upon giving written notice to the Director, DMLW within 60 days following such a grant. In the absence of such statutory authority, the Holding Agency is authorized by the Management Right Assignment to grant rights-of-way or easements necessary for the actual construction or operation of a public building or support facilities. The written notice to the Director, DMLW shall contain necessary documentation such as properly executed documents, legal descriptions, maps, and an as-built survey. If the Holding Agency does not have statutory authority, and the right-of-way or easement does not support the facility, the requester must obtain the grant from DMLW, which will coordinate with the Holding Agency as to alignment and

any special stipulations. The Holding Agency has the right to withhold concurrence and appeal to the Commissioner of the Department of Natural Resources, if it concludes that the grant will adversely affect its mission.

- E. If the land or land interest has a "Public Building," "Public Facility," or "Utility Facility" or other substantial improvements located on the land at the time of acquisition, the Holding Agency is responsible for maintenance of these improvements. The Director, DMLW must be notified in writing of any additions to or disposal of these improvements so that the records are documented for risk management and asset value purposes.
- F. The Holding Agency may not take an action of omission or commission that will cause the land to revert to a previous owner. If the Holding Agency desires to abandon use or improvements, the Holding Agency shall do so in a manner so as to avoid violating use restrictions, contaminating the site with hazardous materials, or creating a public nuisance requiring increased cost to abate. The Holding Agency will be responsible for abatement, remediation, termination and litigation costs.
- G. Any environmental contamination that may occur to the land or land interest while the land or land interest is managed by the Holding Agency, must be immediately cleaned up to the satisfaction of the Director, DMLW and meet ADEC remediation standards. No contamination shall be allowed to migrate beyond the land or land interest managed by the Holding Agency.
- H. Unless otherwise provided in advance or required by law, when the land or land interest is no longer needed by the Holding Agency for the purpose for which it was acquired, and the Holding Agency desires to surrender or relinquish its administration and management, the administrative responsibility must be formally assigned back to DNR, DMLW, or its successor in administrative function, to be retained in the public land corpus of the State. Prior to the Director, DMLW accepting the administration of the land, the following conditions must be met:
 - i. If the land or land interest has been improved or pre-existing improvements (Grandfathered Improvements) were removed or relocated or substantially modified, an as-built survey depicting the location of existing improvements, capped wells, utilities, active or abandoned septic systems, waste disposal areas, fuel storage areas, water wells, encroachments, fences, trails, and roads must be prepared.

- ii. DNR will not accept the return of management jurisdiction from a Holding Agency until the land or land interest has been restored to the satisfaction of the Director, DMLW and meets or exceeds ADEC hazardous material remediation standards. DMLW standard must be met even if the restoration requirement exceeds ADEC remediation standards for institutional controls. The intent of DMLW standard is to allow full economic development of the land, or other uses of the land, if the title interest will support that standard.
- iii. All structures and improvements that do not qualify as a "Public Building," "Public Facility," or "Utility Facility" must be disassembled and removed in a safe and proper method and any reclamation action completed at the cost of the Holding Agency, unless an alternative solution is agreed to in writing by the Director, DMLW.
- iv. A "Public Building," "Public Facility," or "Utility Facility" as defined under AS 35.95.100(6), (7), or (9) (1998), may be transferred to or removed from the land in compliance with applicable Department of Administration regulations and procedures. However, such improvements may not be physically or constructively severed from the land except with the written concurrence from the Director, DMLW. Staff coordination and costs of such actions, including any necessary survey, will be borne by the Holding Agency.

III. Special Stipulations:

- A. The land or land interest was acquired to meet the Exxon Valdez Oil Spill Trustee Council's objective to preserve and protect the land in perpetuity in order to restore, enhance, and rehabilitate natural resources injured by the Exxon Valdez oil spill and the services, including recreation, tourism and sport hunting and fishing, provided by those natural resources. All management actions must be in compliance with this purpose.
- B. The Purchase Agreement is silent as to joint management. However, by mutual agreement, a Joint Management Agreement ("Agreement") is to be developed and consummated between DPOR and the Alaska Department of Fish and Game, Division of Habitat and Restoration (DHR) (together with DPOR, "Management Parties"). An "Agreement" must be developed and accepted by the Management Parties within 90 days after acceptance of this Management Right Assignment. A signed copy of the completed "Agreement" shall be supplied to the Director, DMLW and will be maintained

in the Management Right Assignment file, ADL 226738. The Management Parties shall immediately notify the Director, DMLW of any modification, expansion of use of the land, or amendments to the "Agreement," so that DMLW may amend the State's administrative land ownership records or modify the Management Right Assignment file, as necessary. Until the final "Agreement" is reached, the Holding Agency with management responsibility is DPOR.

- C. The land was acquired subject to a Conservation Easement held by the United States and administered by the United States Department of the Interior, Bureau of Land Management (see Attachment "C"). The Conservation Easement imposes strict limitations on use and management actions on the land.
- D. The land was acquired with improvements, including the improvements within the leasehold utilized by Eugene W. and Della Hansen, see paragraph III(E) below, and the Contract of Lease held by Telephone Utilities of the Northland, see paragraph III(F). For the purpose of the asset value inventory and to maintain the administrative record, the Director, DMLW must be informed in writing if any of these assets are destroyed, modified, relocated or removed, or if any actions are taken that may affect the land or land interests acquired by the State.
- E. A portion of the land was acquired subject to a ten year, non-renewable, lease held by Eugene W. and Della Hansen (see Lease Agreement, Attachment "D" of the Management Right Assignment). The Lease Agreement will expire on August 12, 2007, unless earlier terminated under conditions stated in the lease agreement. The Lease Agreement involves two tracts of land within the land or land interest acquired under the Purchase Agreement. The Director, DMLW must be informed in writing of the termination or expiration of the Lease Agreement, and be provided an asset inventory for the affected land. A contaminant report (level 1 hazardous material survey) must be provided to the Director, DMLW upon the termination or expiration of the Lease Agreement.
- F. A portion of the land was acquired subject to a five year, lease held by Telephone Utilities of the Northland entered on October 17, 1990 (see Contract of Lease, Attachment "E" of the Management Right Assignment). The Contract of Lease allows for the lease to be "extended for an additional five year period as mutual (sic) agreed upon by the parties." The Contract of Lease has been extended. The Contract of Lease shall terminate on October

17, 2000, unless earlier terminated under conditions stated in the Contract of Lease. The Director, DMLW must be informed in writing of the termination or expiration of the Contract of Lease.

**AGREEMENT FOR SALE AND PURCHASE OF LAND
ON THE KENAI PENINSULA**

THIS AGREEMENT is made by and between the **Kenai River Ranch Group**, as defined in section 12 below ("Sellers"), and the **State of Alaska** ("State") (collectively, the "Parties").

Whereas, the Exxon Valdez Oil Spill Trustee Council ("Trustee Council") has determined that certain land located on the Kenai Peninsula and owned by Sellers should be acquired by the State in fulfillment of the Trustee Council's duties;

Whereas, the Sellers wish to sell said land to the State.

NOW THEREFORE the Parties agree as follows:

1. **SALE OF PROPERTY.** The Sellers shall sell to the State all the Sellers' property rights, title and interests, except as described herein, consisting of approximately 145.49 acres, more or less, more particularly described as follows:

Government Lots Four (4), Nine (9), Ten (10) and the NE 1/4 of the SW 1/4, Section 22, Twp. 5 N., Range 9 W., Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska, according to the plat of survey accepted by the United States Department of the Interior General Land Office at Washington, D.C., on May 6, 1941.

Such sale to be made in accordance with the terms and conditions of this Agreement for Sale and Purchase of Land on the Kenai Peninsula ("Agreement").

2. **INTEREST CONVEYED.** The Sellers do hereby warrant and represent: (1) that the Sellers are vested with title to the Property and (2) that no liens, encumbrances, defects or third party interests have been created in the Property, except as reflected in the preliminary commitment for title insurance and the unrecorded Contract of Lease dated October 17, 1990, between Telephone Utilities of the Northland and the Kenai River Ranch Committee, which the Kenai River Ranch Committee agrees to assign to the State at closing. In accordance with the procedure set forth in paragraph 6 of this Agreement, the Sellers shall execute and deliver to the United States a Conservation Easement to the Property ("Conservation Easement") and to the State a Warranty Deed to the Property ("Deed"), in substantially the form attached hereto as Exhibit A which exhibit is incorporated herein by reference. The Deed and Conservation Easement shall convey the Property free and clear of all claims, liens and encumbrances, other than the noted exceptions, except that, at the sole discretion of the State, the parties may mutually agree to provide for (1) a limited leasehold estate of no more than ten years and covering no more than five acres for the use and enjoyment of the current occupants of the Property, Eugene W. Hansen and Della Hansen ("the Hansens"), and (2) a limited leasehold estate of no more than ten years and covering no more than 25 acres for the

grazing of horses owned by the Hansens that are currently located on the Property, but not any additional horses, such 25 acres not to include any portion of the property lying within 100 feet of the mean high water line of the Kenai River. The State shall retain the right, at its sole discretion, to terminate the 25-acre leasehold estate at any time, if it determines that termination is necessary to enable the Property to be used for some other public purpose or that the leasehold estate is interfering with the State's ability to manage the Property to protect, restore, enhance, and rehabilitate natural resources and the services, including recreation, tourism and sport hunting and fishing, provided by those natural resources. The Parties shall execute and deliver at closing or at any other time, such additional documents as may be necessary to convey the Sellers' interests in the Property to the State or to secure or preserve the Parties' rights under this Agreement.

3. TERMS OF SALE. The purchase price is one million, six hundred and fifty thousand dollars (\$1,650,000.00). The State, in its discretion, may elect to reduce the purchase price to reflect any reduction in value attributable to the provision of the limited leasehold estates described in the preceding section. If the State elects to make such a purchase price reduction, it will inform the Sellers in a timely manner; the Sellers may then elect to forgo any provision for those leasehold estates or to terminate this transaction. The Sellers shall make any such election within 15 days of receiving notice from the State of the purchase price reduction. The Sellers shall be paid the purchase price at the time of closing, or at such other time as the parties may agree.

4. CONDITIONS OF SALE. The following must be completed to the satisfaction of the State prior to or at closing; conditions 4(a) through (c) are the responsibility of the State and conditions 4(d) and 4(e) are the responsibility of the Sellers:

- (a) a hazardous substances survey establishing that there are no hazardous substances on the Property;
- (b) compliance with the National Environmental Policy Act;
- (c) a commitment for title insurance providing for clear title to the Property; and
- (d) a survey of the boundaries of each of the areas to be subject to the leaseholds described in section 3 above, or a metes and bounds description acceptable to the State of those leaseholds.
- (e) termination of the following agreements concerning the Property, including (i) the Ranch Lease dated July 30, 1976, between Sellers and the Hansens, and the right therein of the Hansens to remain on the Property for one year from the date of closing, as provided for in section 8(c) of that Ranch Lease; (ii) Declaration of Covenants, Conditions and Restrictions for Kenai River Ranch dated July 30, 1996 (recorded at Book 98, page 388) (also referred to in sections 2 and 13 of the Ranch Lease as the Agreement between the Sellers and the Hansens dated July 30, 1976); and (iii) the Area Use Leases provided with the letter from J.L. McCarrey to Mark H. Wittow dated November 20, 1996.

5. RIGHT TO ENTER AND INSPECT PROPERTY: CONDITION OF PREMISES.

From the date this Agreement is fully executed by the Parties until closing, the Trustee Council, the State, the United States, and their agents, upon reasonable notice and at their cost, shall have the right to enter the Property for all lawful purposes in connection with this Agreement, including environmental audit or other inspection purposes, at any time prior to closing. A copy of any inspection report shall be provided to the Sellers at the State's expense. The State acknowledges and agrees that the Sellers have made no representations, except for the representations provided in the Alaska Department of Environmental Conservation Environmental Hazard Assessment Form, regarding the quality, condition, or characteristics of the Property, and that the Sellers have provided full access to the Property for the State to perform due diligence. The State is informed and placed on notice that Sellers are unaware of any defects, latent or otherwise, in the Property.

6. CLOSING PLACE AND DATE. Closing will occur after January 1, 1997. The

Parties shall meet for closing within 14 days after the funds for the payment to the Sellers have been provided by the Trustee Council and are available for lawful expenditure by the State, and all documents that are required to be provided or completed and executed by the Parties have been tendered. The date, time and location of closing shall be set by the State in concurrence with the Sellers. The Agreement is subject to the ability of the State to procure the purchase funds from the Trustee Council and the authority of the State to lawfully expend the funds received from the Trustee Council. The Sellers may rescind this Agreement by written notice to the State if the funds for the purchase to be provided by the Trustee Council have not been provided or have not been paid to the Sellers or the funds are otherwise not available for lawful expenditure by the State within four months from the date of this Agreement. Closing shall be conducted by a title company selected by the State and in accordance with closing instructions agreed to by the Parties.

7. RESERVATION OF CLAIMS. The Sellers reserve and retain any and all claims and

causes of action against Exxon Corporation, Exxon Shipping Company or any other person or entity for any and all loss, injury or damage, including compensatory and punitive damages, sustained by Sellers as a result of the effect of the Exxon Valdez oil spill of March 24, 1989 ("EVOS") on the Property. The Parties further agree that nothing in this Agreement or any document executed pursuant to this Agreement shall be deemed a release, waiver or assignment of any claim Sellers may have against Exxon Corporation, Exxon Shipping Company or any other person or entity as a result of the EVOS, including, but not limited to, real property damage or loss.

8. OTHER AGREEMENTS AND ACTIONS. The Parties shall take other action or

enter into other agreements reasonably necessary to the exercise and closing of this Agreement.

9. RIGHTS TO SURVIVE CLOSING. The warranties, rights, and remedies contained

herein shall survive closing.

10. SIGNATURE AUTHORITY. Each signatory to this Agreement represents that he

has the authority to bind her/his principal to this Agreement.

11. NOTICE. Written notices shall be provided to the parties at the following addresses:

State of Alaska
Department of Natural Resources
Director, Division of Land
3601 C St. Suite 1122
Anchorage, Alaska 99503-5947

Kenai River Ranch Group
P.O. Box 190228
Anchorage, Alaska 99519-0228

State of Alaska
Craig Tillery
Attorney General's Office
1031 West 4th Ave. Suite 200
Anchorage, Alaska 99501

12. KENAI RIVER RANCH GROUP - DISCLOSURE. The Kenai River Ranch Group consists of each of the parties named in Exhibit B to this Agreement. Stephen W. Anderson, Walter G. Hanni, and Ervin K. Terry have disclosed that they are members of the Kenai River Ranch Committee and are real estate agents and brokers licensed to sell real estate in the state of Alaska.

13. IRC SECTION 1031 EXCHANGE. The State agrees that Seller may assign his interest in the above-referenced agreement, subject to the provisions of this Agreement. The State also agrees to reasonably cooperate with the Seller to enable Seller to effect a tax-deferred U.S. Internal Revenue Code Section 1031 exchange. The Seller agrees to indemnify and hold harmless the State from any cost or liability as a result of the exchange. The State makes no representation as to whether Seller can accomplish a tax-deferred IRC 1031 exchange.

STATE OF ALASKABy: 

Marty Rutherford
Deputy Commissioner
Department of Natural Resources
State of Alaska

Date: 12/3/96SELLER

By:

Walter G. Hanni

Date: 

Return to:

Alex Swiderski
Assistant Attorney General
1031 W. 4th Avenue Suite 200
Anchorage, Alaska 99501

EXHIBIT A: Attached Warranty Deed and Conservation Easement
EXHIBIT B: List of 16 individuals

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SELLER

By:

Stephen W. Anderson

Date: SELLER

By:

Ervin K. Terry

Date: 
by 

DRAFT
CONSERVATION EASEMENT

THIS Conservation Easement is made this ____ day of _____ 1996, by _____ ("Grantors"), whose address is _____, and the United States of America, ("Grantee") under the authority of 43 U.S.C. 1715 and the Agreement for Sale and Purchase of Land on the Kenai Peninsula dated _____, 1996 ("Agreement").

WHEREAS, Grantors hold fee simple title to the property that is subject to this Conservation Easement ("Protected Property");

WHEREAS, the Protected Property is a natural area that provides significant habitat for migratory birds and other fish and wildlife or plant species that were injured as a result of the *Exxon Valdez* oil spill;

WHEREAS, the *Exxon Valdez* Oil Spill Trustee Council ("Trustee Council") has approved the use of joint settlement funds for acquisition by the State of Alaska ("Alaska") of the Protected Property, subject to certain third-party rights to be held by the Grantee in order to assure that the restoration objectives for use of the settlement funds are achieved;

WHEREAS, Grantors intend to convey the Protected Property to the State;

WHEREAS, the State and the United States intend to preserve and protect the Protected Property in perpetuity in order to restore, enhance, and rehabilitate natural resources injured by the *Exxon Valdez* oil spill and the services, including recreation, tourism and sport hunting and fishing, provided by those natural resources;

WHEREAS, Grantors desire to provide to the Grantee an independent right in perpetuity to enforce the restrictive covenants set forth herein;

NOW THEREFORE, pursuant to the laws of Alaska and in particular AS 34.17.010 - 34.17.060 and in accordance with the provisions of the Agreement, Grantors do hereby grant and convey to Grantee, its successors and assigns, forever, with special warranties of title noted herein, subject to conditions, restrictions and limitations of record, a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth (the "Easement"), as to the property described as follows:

Government Lots Four (4), Nine (9), Ten (10) and the NE 1/4 of the SW 1/4, Section 22, Twp. 5 N., Range 9 W., Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska, according to the plat of survey accepted by the United States Department of the Interior General Land Office at Washington, D.C., on May 6, 1941.

Together with all of the easements and appurtenances thereto, and improvements located thereon.

Subject to the following:

The above-described easement is being acquired by the United States Department of the Interior for administration by the Bureau of Land Management.

The Grantee shall be entitled to enforce on a non-exclusive basis the terms of the following restrictive covenants against the Grantors, their successors or assigns:

(a) The following listed activities are prohibited on the Protected Property except as determined by the Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation, or its successors in administrative function ("Division of Parks") to be necessary for conservation research or management of the subject lands (whether carried out by the Division of Parks, or an entity approved by the Division of Parks, or its successors in law or interests), facilitation of appropriate public use of the Protected Property, conveyance of information to the public to protect public safety or natural resources, or furtherance of the restoration objectives of the Trustee Council, and only if the activity does not have a significant negative impact on the restoration objectives of the Trustee Council,

(i) constructing or placing buildings, fixed or improved camping accommodations or mobile homes, fences, billboards or signs;

(ii) changing the topography of the Protected Property in any manner except as is reasonably necessary for the actions permitted in paragraph (a) above;

(iii) removing, destroying or cutting trees or plants except for local subsistence uses or as is reasonably necessary for the actions permitted in paragraph (a) above;

(iv) using biocides except as necessary to control or remove non-indigenous fish,

wildlife or plants;

(v) manipulating or altering natural water courses, shores, marshes or other water bodies or activities or uses detrimental to water purity on the Protected Property;

(b) The following listed activities by any person are prohibited:

(i) the introduction of fish, wildlife or plants which are not indigenous to the Kenai Peninsula including, but not limited to, the grazing of domestic animals or the introduction of reindeer; and

(ii) the dumping of garbage, trash or hazardous materials.

* * * *

Nothing herein shall be deemed to create in any third party the right to enforce these covenants.

Grantors agree that these restrictive covenants shall run with the lands and shall be binding upon Grantors, their successors and assigns.

The Grantors hereby covenant to and with the Grantee and its assigns, that the Grantors are lawfully seized of the fee simple estate in the above granted real property, that the same is free and clear of encumbrances, except as noted herein, and that the Grantors will forever warrant and defend the title transferred herein against the lawful claims and demands of all persons.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

GRANTORS: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 1996, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known and known to be the person he represented himself to be, and the same identical person who executed the above and foregoing CONSERVATION EASEMENT freely and voluntarily for the use and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Alaska
My commission expires:

ACCEPTANCE

Pursuant to 43 U.S.C. 1715, the Grantee hereby accepts this Conservation Easement conveying to the United States and its assigns, those interests in lands described therein.

Dated this _____ day of _____, 1996.

STATE OF ALASKA

)

)ss.

THIRD JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this _____ day of _____, 1996, before me, the undersigned a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, known to me and to me known to be the _____, and she/he acknowledged to me that she/he signed as accepting the foregoing Conservation Easement conveying to the United States, those lands described therein, and she/he executed the foregoing instrument freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first written above.

(SEAL)

Notary Public in and for the State of Alaska

My commission expires: _____

AFTER RECORDING RETURN TO:

Mike Haskins (930)
Bureau of Land Management
Alaska State Office
222 West 7th Avenue, #13
Anchorage, AK. 99513

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Exhibit A
DRAFT
WARRANTY DEED

GRANTOR, _____, whose address is _____, for and in consideration of ten dollars (\$10.00) and other good and sufficient considerations received, grants, conveys and warrants to GRANTEE, the State of Alaska, whose address is Department of Natural Resources, 3601 C Street, Suite 960, Anchorage Alaska, 99503, the following described real property situated in the Homer Recording District, Third Judicial District, State of Alaska, more fully described as follows:

Government Lots Four (4), Nine (9), Ten (10) and the NE 1/4 of the SW 1/4, Section 22, Twp. 5 N., Range 9 W., Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska, according to the plat of survey accepted by the United States Department of the Interior General Land Office at Washington, D.C., on May 6, 1941.

Together with all of the easements and appurtenances thereto, and improvements located thereon.

Subject to the following:

- x. _____
- xx. That Conservation Easement between Grantor and the United States of America as grantee, covering the real property described above, and recorded immediately prior to this Warranty Deed.

Dated: _____, 1996.

GRANTOR:

By: _____

STATE OF ALASKA)

)ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 1996, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ to me known and known to be the person s/he represented her/himself to be, and the same identical person who executed the above and foregoing WARRANTY DEED freely and voluntarily for the use and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Alaska
My commission expires:

LEASE AGREEMENT

1. **Parties:** This lease, dated the 12th day of August, 1997, is between the Kenai River Ranch Committee, consisting of Stephen W. Anderson, Ervin K. Terry and Walter G. Hanni, Lessor, and Eugene W. Hansen and Della Hansen, Lessors, and supersedes and replaces that Ranch Lease dated July 30, 1976, between Stephan W. Anderson, Ervin K. Terry and Walter G. Hanni, Lessor, and Eugene W. Hansen and Della Hansen, Lessees, for a 22/23rd interest in the property described therein as Government Lots Four (4), Nine (9), Ten (10) and the NE 1/4 of the SW 1/4, Section 22, Twp. 5N, Range 9 W., Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska, containing approximately 146 acres.

2. **Premises:** The Premises which are the subject of this Lease are the following-described real property:

Those portions of Government Lots Four (4), Nine (9), Ten (10) and the NE 1/4 of the SW 1/4, Section 22, Twp. 5N., Range 9 W., Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska, according to the plat of survey accepted by the United States Department of the Interior General Land Office at Washington, D.C., on May 6, 1941, more particularly described as follows:

All of Government Lot Nine (9) lying East of the existing access road into the Lessee's residential home located in the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 3 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska as described in the following two (2) parcels and access easement:

PARCEL ONE (Residential Parcel): The northern most five (5) acres, more or less, of said property which includes the Lessee's residential home, barn and out buildings.

PARCEL TWO (Grazing Area): All of the property not described in Parcel One (1) located in Government Lot Nine (9) lying East of the existing access road into the Lessee's residential home located in the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 3 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska containing approximately twenty (20) acres more or less.

ACCESS EASEMENT: Lessor hereby grants to the Lessees an access easement for ingress, egress and regress, along the existing ranch road from the Funny River Road to Parcels One (1) and Two (2) as herein-above described.

3. **Term:** The term of this lease shall be for no more than ten (10) years, commencing on August 12th, 1997, and ending August 12th, 2007, or, for parcel one, after the death of both lessees, or for parcel two, after the death or removal from

the Premises of all horses now alive and present on the property, whichever comes first, but in no case shall the term of parcel two exceed the term of parcel one and in no case shall the term of either parcel one or two exceed 10 years.

4. **Consideration:** Lessees covenant and agree to pay Lessor a one time fee of TEN and NO/100 (\$10.00) DOLLARS, and other good and valuable consideration. In consideration for the use of the property provided for by this lease, Lessees waive all rights to relocation benefits under federal or state law.

5. **Termination:** In the event that the Lessor transfers its interest in the property to the State of Alaska, the State shall retain the right, at its sole discretion, to terminate the lease covering either Parcel One or Parcel Two or both Parcel One and Parcel Two, if the State determines that termination is necessary to enable the property to be used for some other public purpose or that all or a portion of the leasehold estate is interfering with the State's ability to manage the property to protect, restore, enhance, and rehabilitate natural resources and the services, including recreation, tourism and sport hunting and fishing, provided by those natural resources. The State's decision with respect to any such termination shall not be subject to any administrative or judicial review, for any reason. The State shall provide a one year notice for any such termination. Lessees may terminate this Lease on 30 days notice to Lessor.

6. **Use of Premises:** Parcel One may be used by the Lessees only for the use and maintenance of the single family dwelling and related buildings located on Parcel One and Parcel Two may be used by the Lessees only for the grazing and boarding of the nine (9) horses present on the Premises, as of March 25, 1997. Both parcels may be utilized for harvesting hay and like crops.

6.1 The following listed activities are prohibited on the Premises except as determined by the Department of Natural Resources, Division of Parks and Outdoor Recreation, and the Alaska Department of Fish and Game, Division of Habitat and Recreation, or their successors in administrative function ("Divisions of Parks and Habitat") to be necessary for conservation research or management of the subject lands (whether carried out by the Divisions of Parks and Habitat, or an entity approved by the Divisions of Parks and habitat, or their successors in law or interests), facilitation of appropriate public use of the Protected Property, conveyance of information to the public to protect public safety or natural resources, or furtherance of the restoration objectives of the Trustee Council, and only if the activity does not have a significant negative impact on the restoration objectives of the Trustee Council;

- a) constructing or placing buildings, fixed or improved camping accommodations or mobile homes, fences, billboards or signs;
- b) changing the topography of the Premises in any manner except as in reasonably necessary for the actions permitted in paragraph 6.1 above;
- c) removing, destroying or cutting trees or plants, except as needed

for personal use of the Lessees, including the care of the nine (9) horses present on the Premises as of March 25, 1997, or for maintenance of the Premises, or as is reasonably necessary for the actions permitted in paragraph (a) above;

d) using biocides except as necessary to control or remove non-indigenous fish, wildlife or plants;

e) manipulating or altering natural water courses, shores, marshes or other water bodies or activities or uses detrimental to water purity on the Premises;

6.2 The following listed activities by any person are prohibited:

a) the introduction of fish, wildlife or plants which are not indigenous to the Kenai Peninsula including, but not limited to, the grazing of domestic animals or the introduction of reindeer, except that the grazing and boarding of the nine (9) horses currently on the Premises is permitted; and,

b) the dumping of garbage, trash or hazardous materials.

6.3 Nothing herein shall be deemed to create in any third party the right to enforce these covenants.

6.4 The parties agree that these restrictive covenants shall run with the lands and shall be binding upon Lessees, their successors and assigns.

7. **Utilities:** The Lessees hereby covenant and agree to pay all charges for heat, light and water and for all other public utilities which shall be used in or charged against the Premises during the full term of this Lease.

8. **Maintenance and Surrender of Premises:** The Premises have been inspected and are accepted by Lessees in their present condition. Lessees will, at all times keep the Premises, including the existing house, all roads, fences, buildings and other structures located on the premises, in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty. All repairs shall be at Lessees' sole cost and expense. Lessee will comply with all laws and regulations including those pertaining to health and safety. At the expiration or sooner termination of this lease, Lessees will quit and surrender the Premises without notice, and in a neat and clean condition, and will deliver up all keys belonging to the Premises to Lessor or Lessor's agent, except in the event of loss of casualty or fire as set forth in paragraph 13.

8.1 At the expiration of said term of this agreement, Lessees will quit and surrender the said Premises to Lessor.

8.2 Lessor reserves the right, with reasonable notice to Lessees, of access to the Premises for the purpose of inspection, repairs, alterations or improvements, or to supply services.

8.3 It is understood that Lessor may enter the Premises without the consent of the Lessee in case of emergency or abandonment.

9. **Accidents:** All personal property on the leased Premises shall be at the risk of Lessees. Lessor or Lessor's agents or employees shall not be liable for any damage, either to person or property, sustained by Lessees or others, caused by any defects now in Premises or hereafter occurring therein or due to any building on the leased Premises, or any part or appurtenance thereof becoming out of repair, or caused by fire or by the bursting of pipes or neglect of employees, or any other persons, including Lessor or Lessor's agent or employees, or due to the happening of any accident from whatsoever agent, or due to the happening of any accident from whatsoever cause in and about said Premises.

10. **Insurance:** That during the term of this lease, the Lessees hereby agree to keep in full force and effect their standard home owners insurance policy and to name the Lessor and its assigns as second loss payees. Lessees hereby agree that at all times during the continuance of this lease, or any extension thereof, they will keep their own personal property insurance against fire or other casualty at their own cost and expense, and that they will save and hold the Lessor harmless as against any loss, claim or liability in connection with such insurance. Lessor shall not be responsible for any losses due to fire, flood, theft, earthquake or casualty of any kind.

11. **Indemnification of Lessors:** Lessees will indemnify Lessor and save them harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon, or at the occupancy or use by Lessees of the Premises or any party thereof, or occasioned wholly or in part by any act or omission of Lessees, their agents, contractors, employees, servants, sub-lessees, concessionaires, or visitors. In case Lessors shall, without fault on their part, be made a party to any litigation commenced by or against Lessees, then Lessees shall proceed and hold Lessor harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Lessors in connection with such litigation. Lessees shall also pay all costs, expenses and reasonable attorney's fees that may be incurred by or paid by Lessor in enforcing the covenants and agreements of this Lease as may be awarded.

12. **Casualty Destruction of Premises:** In the event the Premises are destroyed or damaged by fire, or other casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, this Lease and Option shall terminate, unless Lessees at their option restore the Premises within 18 months to an equal state or both parties agree to an acceptable substitute consistent with the terms of any applicable conservation easement affecting the Premises. In the event the Lessees determine to restore the Premises then and in that event, all insurance proceeds shall belong to the Lessees. In either case, the Lessees shall be entitled to insurance proceeds to replace personal property and the Lessor shall accept insurance proceeds for the dwelling as full liquidated damages if the dwelling is not replaced or a substitute is not

agreed to.

13. **Assignment and Subletting:** This Lease shall not be assigned by Lessees or by operation of law and Lessees shall not sublet the Premises or any part thereof. This Lease shall be binding upon and for the benefit of Lessor and its respective heirs, personal representatives, successors and assigns, but is personal to the named Lessees and may not be transferred, sold or hypothecated to or otherwise operate to the benefit of any heir, personal representative, successor, or assign of the Lessees, and may not be encumbered in any way by the Lessees without the express written consent of the Lessor. Lessees understand and agree that this Lease may be assigned to the State of Alaska by Lessors without the consent of the Lessees and that on such assignment the State of Alaska will assume all authority as Lessor under this Lease.

14. **Bankruptcy:** In the event Lessees become voluntarily or involuntarily bankrupt, or if a receiver be appointed by any court for the business of the Lessees, then the term of this Lease shall, at the election of the Lessor, be immediately terminated.

15. **Non-Waiver of Breach:** The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or a relinquishment of any such or any other covenants of this agreement, but the same shall be and remain in full force and effect.

16. **Alterations, Repairs, Trade Fixtures:** Lessees shall make no alterations, additions or improvements in or on the Premises without the previous written consent of Lessor which consent shall not be unreasonably withheld and, in the event such consent is given, all such alterations, additions or improvements shall be made at the sole expense of Lessees and shall become the property of Lessor and shall remain in and be surrendered with the premises as a part thereof at the termination of this Lease.

17. **Notice:** Any notice required to be given a party shall be by written notice deposited in the U.S. Mail shall be sent to the following address or such other address as may be designated in writing:

Lessee: Eugene J. Della Hansen
HCT Box 1580
Soldotna, AK 99669

Lessor: Kenai River Ranch Committee
P.O. Box 190228
Anch AK 99519-0228

Agreed to this 12th day of August, 1997.

Lessor, Kenai River Ranch Committee:

Walter G. Hansen Ervin K. Terry
Stephen W. Anderson

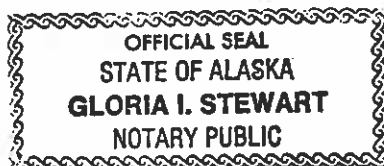
Lessees:

Ernie W. Pomeroy Della Hansen

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22nd day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Stephen W. Anderson, member of the Kenai River Ranch Committee, known to me, and to me known to be the identical individual named in and who executed the foregoing instrument and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

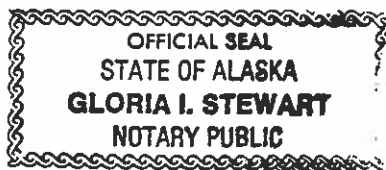


Gloria I. Stewart
Notary Public in and for Alaska
My commission expires: 9-21-99

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22nd day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Ervin K. Terry, member of the Kenai River Ranch Committee, known to me, and to me known to be the identical individual named in and who executed the foregoing instrument and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

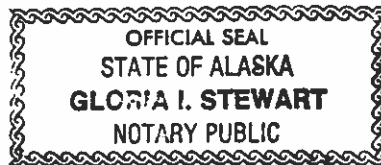


Gloria I. Stewart
Notary Public in and for Alaska
My commission expires: 9-21-99

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22nd day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Walter G. Hanni, member of the Kenai River Ranch Committee, known to me, and to me known to be the identical individual named in and who executed the foregoing instrument and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



Gloria I. Stewart
Notary Public in and for Alaska
My commission expires: 9-21-99

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 4th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Eugene W. Hansen, known to me, and to me known to be the identical individual named in and who executed the foregoing instrument and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

Wilma E. Anderson
Notary Public in and for Alaska
My commission expires: 8/30/97

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 4th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Della Hansen, known to me, and to me known to be the identical individual named in and who executed the foregoing instrument and she acknowledged to me that she signed and sealed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

Wilma E. Anderson
Notary Public in and for Alaska
My commission expires: 8/30/97

ASSIGNMENT OF LEASE

THIS ASSIGNMENT, made and entered into this 12~~th~~ day of Aug, 1997, by and *Dwa*
between the Kenai River Ranch Committee, consisting of ~~Stephen~~ ^{Stephen} W. Anderson, Ervin K. Terry
and Walter G. Hanni, parties of the first part, hereinafter known as "Assignor", and the State of
Alaska, party of the second part, hereinafter known as "Assignee",

WITNESSETH:

THAT WHEREAS, effective on or about the ____ day of June, 1997, the Assignor made
and executed a Lease with Eugene W. Hansen and Della Hansen, hereinafter known as
"Lessors", of the premises located in the Kenai Recording District, Third Judicial District, State
of Alaska, and more particularly described as follows, to wit:

Those portions of Government Lots Four (4), Nine (9), Ten (10) and the NE 1/4 of the
SW 1/4, Section 22, Twp. 5N., Range 9 W., Seward Meridian, Kenai Recording District,
Third Judicial District, State of Alaska, according to the plat of survey accepted by the
United States Department of the Interior General Land Office at Washington, D.C., on
May 6, 1941, more particularly described as follows:

All of Government Lot Nine (9) lying East of the existing access road into the Lessee's
residential home located in the Northwest 1/4 of the Southwest 1/4 of Section 22,
Township 5 North, Range 3 West, Seward Meridian, Kenai Recording District, Third
Judicial District, State of Alaska as described in the following two (2) parcels and access
easement:

PARCEL ONE (Residential Parcel): The northern most five (5) acres, more or less, of
said property which includes the Lessee's residential home, barn and out buildings.

PARCEL TWO (Grazing Area): All of the property not described in Parcel One (1)
located in Government Lot Nine (9) lying East of the existing access road into the
Lessee's residential home located in the Northwest 1/4 of the Southwest 1/4 of Section
22, Township 5 North, Range 3 West, Seward Meridian, Kenai Recording District, Third
Judicial District, State of Alaska containing approximately twenty (20) acres more or less.

ACCESS EASEMENT: Lessor hereby grants to the Lessees an access easement for
ingress, egress and regress, along the existing ranch road from the Funny River Road to
Parcels One (1) and Two (2) as herein-above described.

SUBJECT TO the reservations, restrictions and easements now of record; and,
to which Lease, in writing, reference is hereby made and the same incorporated herein as though
set forth in full, for all of the terms, conditions and provisions thereof set forth (a copy of said
lease is marked Exhibit "A", attached hereto and incorporated by reference); and,

INITIAL
SWA
WGT
E.T.T.
WHEREAS, the Assignor desires to assign its interest in and to said Lease, and the
~~accept the assignment of~~
Assignee desires to lease of and from the Assignor, the hereinabove described premises upon the
same terms and conditions acceptable to the Assignee, Lessors, and Assignor; and,

INITIAL
SWA
WGT
E.T.T.
WHEREAS, Assignee agrees to assume all of the Assignor's obligations of said lease,
pursuant to its terms; and,

NOW, THEREFORE, for and in consideration of the sum of ONE (\$1.00) DOLLAR, and
other good and valuable considerations in hand paid by the Assignee, the receipt of all of which
is hereby acknowledged by the Assignor, the Assignor does hereby assign to the Assignee all of
its interest in and to that certain Lease between, Kenai River Ranch Committee, consisting of
SWA ~~STEPHEN~~ Stephen W. Anderson, Ervin K. Terry and Walter G. Hanni, Lessee, and Eugene W. Hansen and
Della Hansen, Lessors, effective on or about the ___ day of June, 1997; the Assignee does hereby
accept said Lease, and states that it has read the original lease and is familiar with the terms,
conditions and covenants therein set forth and hereby agrees to be bound by all of the terms and
conditions in said Lease as set forth and to hold the Assignor harmless therefrom.

This agreement shall be binding upon and inure to the benefit of the parties hereto, and
their respective successors and assigns.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands
and seals the day and year first above written.

Kenai River Ranch Committee, Assignor

by: Stephen W. Anderson Eric K. Terry
Walter C. Hansen

State of Alaska, Assignee

By: Dorothy K. Rutherford

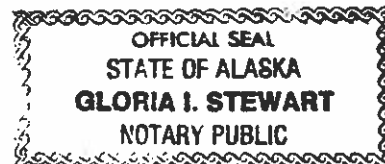
Title: Deputy Commissioner / DNR

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY, that on this 22nd day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Stephen W. Anderson, known to me, and to me known to be the identical individual named in and who executed the foregoing instrument and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

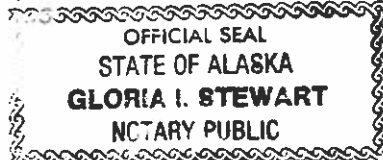
Gloria I. Stewart
Notary Public in and for Alaska
My commission expires: 9-21-99



STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY, that on this 22nd day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Ervin K. Terry, known to me, and to me known to be the identical individual named in and who executed the foregoing instrument and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

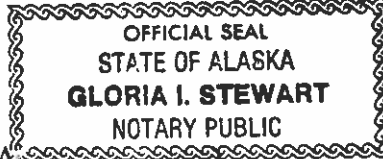


Gloria I. Stewart
Notary Public in and for Alaska
My commission expires: 9-21-99

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY, that on this 22nd day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Walter G. Hanni, known to me, and to me known to be the identical individual named in and who executed the foregoing instrument and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



Gloria I. Stewart
Notary Public in and for Alaska
My commission expires: 9-21-99

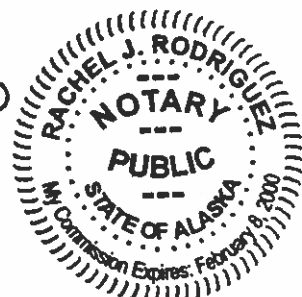
STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY, that on this 12th day of August, 1997 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Marybeth Ford known to me, and to me known, who being by me duly sworn did say that he/she is the Deputy Commissioner DNR for the State of Alaska and that said instrument was signed and sealed in behalf of the State of Alaska, with proper authority, and he/she did acknowledge said instrument to be the free act and deed for said State.

WITNESS my hand and Notarial Seal the day and year last above written.

Rachel J. Rodriguez
Notary Public in and for Alaska
My commission expires: 2/28/00

kw:/hanni/assign.1ea



WARRANTY DEED

GRANTOR, SSI PROPERTIES, INC., a California Corporation, whose address is 20 S. Santa Cruz Ave. #309 Los Gatos, CA 95030, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and sufficient considerations, hereby Grants, Conveys and Warrants to GRANTEE, the State of Alaska, whose address is Department of Natural Resources, 3601 C Street, Suite 960, Anchorage Alaska, 99503, the following described real property situated in the Kenai Recording District, Third Judicial District, State of Alaska, more fully described as follows:
***, as part of an IRC Section 1031 Tax Deferred Exchange

All of its undivided 4/23rds interest in and to the following property:

Government Lots Four (4), Nine (9), Ten (10) and the NE 1/4 of the SW 1/4, Section 22, Twp. 5 N., Range 9 W., Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska, according to the plat of survey accepted by the United States Department of the Interior General Land Office at Washington, D.C., on May 6, 1941.

TOGETHER WITH any and all easements, rights of way, privileges and appurtenances thereto, and improvements located, including any water rights, water shares and well rights which are appurtenant with the land.

SUBJECT TO and reserving unto the Grantor the right to execute and deliver the following:

1. A Lease Agreement between prior owners and Eugene W. Hansen and Della Hansen, Lessees, providing for the use of the Property for a term through and including up to December 31, 2007, or such other period as may be specified in the Lease. Such lease may be recorded prior to recording of this Deed.
2. A Conservation Easement which is unsigned as of the date hereof, but which will be executed by prior owners in favor of the United States of America, and which restricts use of the Property as provided in such Conservation Easement. The Conservation Easement shall be recorded immediately prior to the recording of this Warranty Deed.
3. Any and all easements, encumbrances, restrictions, reservations and rights of way of record or enforceable in law or in equity.

WITNESS, the hand of said Grantor this 12 day of August, 1997.

GRANTOR:

SSI PROPERTIES, INC.

By [Signature]
Its President

STATE OF _____)
: ss.
COUNTY OF _____)

THIS IS TO CERTIFY that on the _____ day of _____, 1997, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, who is the _____ for SSI Properties, Inc., to me known and known to be the person s/he represented her/himself to be, and the same identical person who executed the above and foregoing WARRANTY DEED freely and voluntarily for the use and purposes therein mentioned, for and on behalf of SSI Properties, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*SEE page 3
for notary*

Notary Public in and for the State of _____

My commission expires: _____

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

} ss.

On July 21, 1997

(DATE)

before me,

SYLVIA M. FLAKE

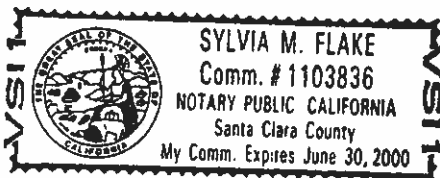
(NOTARY)

personally appeared Rochelle Stone, President

SIGNER(S)

☐ personally known to me - OR -

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sylvia M. Flake
NOTARY'S SIGNATURE

My commission expires: 6/30/2000

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☒ CORPORATE OFFICER
President

TITLE(S)

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Warranty Deed

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

July 21, 1997

DATE OF DOCUMENT

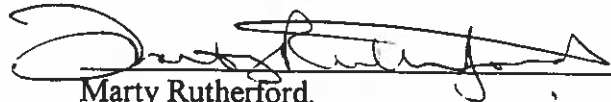
SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SSI Properties, Inc.

OTHER

STATE ACCEPTANCE

On behalf of the State of Alaska pursuant to AS 41.21.020(a)(3), I do hereby accept title to the above described real property to be managed for park and recreational purposes.

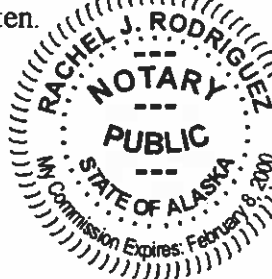


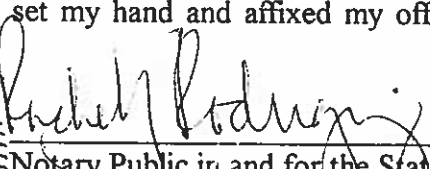
Marty Rutherford,
Deputy Commissioner,
Department of Natural Resources
State of Alaska

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 2nd day of August, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Marty Rutherford, Deputy Commissioner, Department of Natural Resources, State of Alaska, to me known and known to be the person she represented herself to be, and the same identical person who executed the above and foregoing WARRANTY DEED on behalf of State of Alaska in the name of and for and on behalf of said State of Alaska, freely and voluntarily for the use and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.





Notary Public in and for the State of Alaska
My commission expires: 2-8-00

Return to:

Alex Swiderski
Assistant Attorney General
1031 W. 4th Avenue Suite 200
Anchorage, AK. 99501

Location Index:

Twp. 5 N., Range 9 W., Seward Meridian,
Sec. 22.

15555-89.001\krr\muell-wd.doc

WARRANTY DEED

Page ~~3 of 3~~ 4

WARRANTY DEED

GRANTOR, Karl D. Hanni and David G. Faulk, as tenants in common, whose address is ^{P.O. Box 190228} ~~Qachetase, Alaska 99519~~, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and sufficient considerations, hereby Grants, Conveys and Warrants to GRANTEE, State of Alaska, whose address is Department of Natural Resources, 3601 C Street, Suite 960, Anchorage, Alaska, 99503, the following described real property situated in the Kenai Recording District, Third Judicial District, State of Alaska, more fully described as follows:

An undivided 3/23rd interest, and an undivided Two-thirds of a 1/23rd interest, in and to the following property:

Government Lots Four (4), Nine (9), Ten (10) and the NE 1/4 of the SW 1/4, Section 22, Twp. 5 N., Range 9 W., Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska, according to the plat of survey accepted by the United States Department of the Interior General Land Office at Washington, D.C., on May 6, 1941.

TOGETHER WITH any and all easements, rights of way, privileges and appurtenances thereto, and improvements located, including any water rights, water shares and well rights which are appurtenant with the land.

SUBJECT TO and reserving unto the Grantor the right to execute and deliver the following:

1. A Lease Agreement with Eugene W. Hansen and Della Hansen, Lessees, providing for the use of the Property for a term through and including up to December 31, 2007, or such other period as may be specified in the lease.
2. A Conservation Easement which is unsigned as of the date hereof, but which will be executed by prior Grantors in favor of the United States of America, and which restricts use of the Property as provided in such Conservation Easement. The Conservation Easement shall be recorded immediately prior to the recording of this Warranty Deed.
3. Any and all easements, encumbrances, restrictions, reservations and rights of way of record or enforceable in law or in equity.

WITNESS, the hand of said Grantor this 12~~th~~ day of August, 1997.

GRANTORS:

Karl D. Hanni
KARL D. HANNI

David G. Faulk
DAVID G. FAULK

STATE OF UTAH)

: ss.

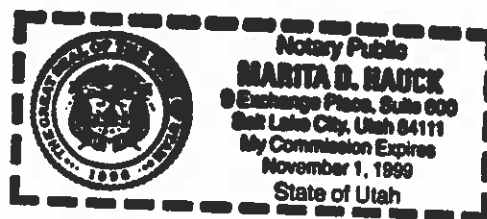
COUNTY OF SALT LAKE)

THIS IS TO CERTIFY that on the 10 day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared KARL D. HANNI to me known and known to be the person s/he represented her/himself to be, and the same identical person who executed the above and foregoing WARRANTY DEED freely and voluntarily for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Marita D. Hauck
Notary Public in and for the State of
Utah

My commission expires: 11-1-99



)

: SS.

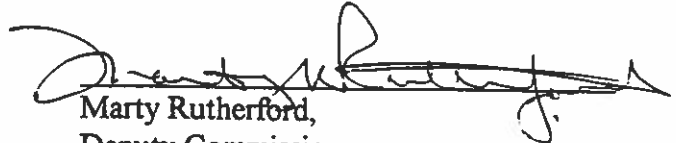
)

Storia L. Stearn
Notary Public in and for the State of
Alaska

OFFICIAL SEAL
STATE OF ALASKA
GLORIA I. STEWART
NOTARY PUBLIC

STATE ACCEPTANCE

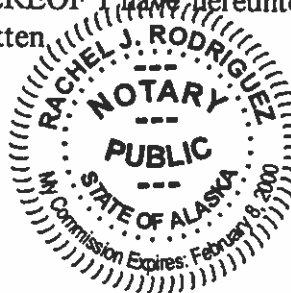
On behalf of the State of Alaska pursuant to AS 41.21.020(a)(3), I do hereby accept title to the above described real property to be managed for park and recreational purposes.

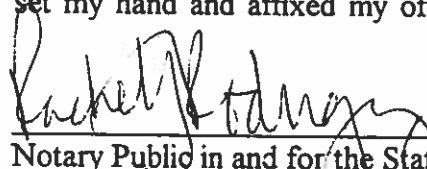

Marty Rutherford,
Deputy Commissioner,
Department of Natural Resources
State of Alaska

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 12th day of August, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Marty Rutherford, Deputy Commissioner, Department of Natural Resources, State of Alaska, to me known and known to be the person she represented herself to be, and the same identical person who executed the above and foregoing WARRANTY DEED on behalf of State of Alaska in the name of and for and on behalf of said State of Alaska, freely and voluntarily for the use and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public in and for the State of Alaska
My commission expires: 2/8/00

Return to:
Alex Swiderski
Assistant Attorney General
1031 W. 4th Avenue Suite 200
Anchorage, AK. 99501

Location Index:
Twp. 5 N., Range 9 W., Seward Meridian,
Sec. 22.

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**INTERAGENCY LAND MANAGEMENT ASSIGNMENT
DIVISION OF LAND**

**ADL 226738
EXHIBIT "A" LEGAL DESCRIPTION**

United States GLO lots 4, 9, 10 and NE1/4SW1/4, Section 22, Township 5 North, Range 9 West, Seward Meridian, containing 146 acres more or less.

INTERAGENCY LAND MANAGEMENT ASSIGNMENT
ADL 226738
EXHIBIT "B" STIPULATIONS

1. **Public Access Easements.** This ILMA is subject to all easements and rights-of-way of record.
2. **Returned Land.** Land returned to the Department of Natural Resources (DNR), Division of Land, for any reason shall be returned in an environmental and physical condition acceptable to the Director, Division of Land, within three (3) years, subject to funding restrictions, from the date the Assigned abandons or relinquishes the site. This may include rehabilitation of the site and/or removal of any improvements, equipment, and material.
3. **Review of Assignment.** Pursuant to AS 38.04.060(b), this assignment is subject to review every five years. The Division of Parks and Outdoor Recreation (DOPOR) shall, upon request, provide assistance in the form of written verification the lands are still required for ecological, natural, physical and scenic values and services that were injured in the Exxon Valdez oil spill.

This review will consist of a review of the approved development plan and will not conflict with DOPOR responsibilities as the facility operator.

4. **Valid Existing Rights.** This assignment is subject to all valid existing rights and easements, rights-of-way and reservations of record. Additional easements and rights-of-way may be dedicated or vacated through normal surveying and platting processes which involve both agencies.
5. **Project Development.** The diversion or other modification of any drainages, or the addition of a fuel or chemical storage area will be developed, at a minimum, in concurrence with Environmental Protection Agency (EPA) and Department of Environmental Conservation (DEC) standards.
6. **Third Party Interests.** The assignee is granted the authority, consistent with state law to create third party interests in the form of leases, permits, and agreements for recreational purposes within the term of this assignment. Leases, permits, and agreements made by the assignee shall not survive the expiration, relinquishment, or termination of the ILMA herein granted.
7. **Location of Improvements.** Per AS 38.95.160, a professional architect, engineer, or surveyor shall supervise the location and design of any improvements on the tract and shall be responsible for preparing a survey plat for recording in the appropriate recording district if the total value of improvements on the assignment area becomes more than \$100,000. Each registered professional shall be responsible for that part of the project to which his or her license pertains.
8. **Fuel and Hazardous Substances.** Secondary containment shall be provided for fuel or

hazardous substances.

- a. **Exception for the short-term storage of small volumes.** The requirement for secondary containment is waived for those fuels and hazardous substances in containers with a volume of 55 gallons or less which are in place for 7 days or less, provided that the total combined volume in place without containment of a pad or work area does not exceed 660 gallons for fuel, hydraulic fluid, or lubricants or 55 gallons for other hazardous substances.
- b. **Container marking.** All independent fuel and hazardous substance containers shall be marked with the contents and the owner's name.
- c. **Fuel or hazardous substance transfers.** Secondary containment or drip pans must be placed under all container or vehicle fuel tank inlet and outlet points, hose connections, and hose ends during fuel or hazardous substance transfers. Appropriate spill response equipment must be on hand during any transfer or handling of fuel or hazardous substances to respond to a spill of up to five gallons.
- d. **Storing containers near waterbodies.** Containers with a volume larger than 55 gallons which contain fuel or hazardous substances shall not be placed within 100 feet of a waterbody.
- e. **Exceptions.** The Division of Land may, under unique or special circumstances, grant exceptions to this stipulation on a case by case basis.
- f. **Definitions.**

"**Containers**" is defined as any item which is used to hold fuel or hazardous substances. This includes tanks, drums, fuel tanks on small equipment such as light plants and generators, flow test holding tanks, slop oil tanks, bladders, and bags. Manifold tanks must be considered as a single independent container. Vehicles are not intended to be included under this definition.

"**Hazardous substance**" is defined under AS 46.03.826(5) as (a) an element or compound which, when it enters the atmosphere, water, or land, presents an imminent and substantial danger to public health or welfare, including fish, animals, or vegetation, (b) oil, or (c) a substance defined as a hazardous substance under 42 U.S.C. 9601(14).

"**Secondary containment**" is defined as an impermeable diked area or portable impermeable containment structure capable of containing 110 percent of the volume of the largest independent container. Double-walled tanks do not qualify as secondary containment unless an exception is granted for a particular tank.

9. **Notification of Unauthorized Discharge.** The DOPOR shall immediately notify DEC and

DNR by phone of any unauthorized discharges of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons solely to land and outside an impermeable revetment. If a discharge of oil is greater than 10 gallons, but less than 55 gallons, it must be reported within 48 hours by phone or fax. If a discharge is less than 10 gallons, it may be reported in writing on a monthly basis.

The DEC spill report number is: 1-800-478-9300. The DNR 24-hour spill report number is (907) 451-2678; the fax number is 451-2751. The DNR shall be supplied with all follow-up incident reports.

10. **State and Federal Statutes and Regulations.** The DOPOR and its assigns shall comply with applicable state and federal statutes and regulations.
11. **Indemnity.** In connection with the entry on or use of lands assigned, the DOPOR shall ensure that its contractors and subcontractors shall ensure that its contractors and subcontractor shall indemnify, save harmless, and defend the state, its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the construction or the contractor's performance of the contract, except when the sole proximate cause of the injury or damage is the state's negligence.

KEN 148

**EXXON VALDEZ OIL SPILL PROJECT
POST FLOOD INSPECTION**

Parcel No.: KEN 148

Legal Description: River Ranch property - Funny River Road
GLO 4, 9, 10 and NE4 SW4, Section 22, T5N, R9W, S.M.
Soldotna, Alaska

Owner: W. Hanni, S. Anderson, E. Terry, et al.

Date of Inspection: October 24, 1995

Reason for Inspection: As requested by the State of Alaska, Department of Natural Resources the appraisers reinspected the subject property to determine if there were any physical changes as a result of the high water/flooding along the Kenai River in September, 1995 and subsequent rising of the river in October, 1995. During the flooding in September the river crested 2.5± feet above flood stage in Soldotna and 3.5 feet above flood upriver. On October 23, 1995 the river was to crest about 3-6 inches below flood stage in Soldotna as a result of the draining of a glacial lake above Skilak Lake. However, the river only rose to within 1.5± feet of flood stage with no apparent flooding/impact to any properties.

During the inspection the appraisers walked the length of the riverbank to identify any noticeable changes from the previous inspections on July 11 and August 2, 1995. Emphasis was placed particularly on noting new signs of bank erosion and/or relocation, sloughing of trees into the river, and damage to improvements.

Mrs. Della Hansen, occupant of the property, accompanied the appraisers on a portion of the inspection to identify the extent of flooding that had occurred in September. Photographs taken during the inspection are attached.

Inspection Details: According to Mrs. Hansen the river flooded above the top of the bank in front of the homestead cabin in the area visible in the lower photo on page 10 of the appraisal report. The water rose to near the cabin and in front of the garage. It flowed over the land at this location and backed up on a portion of the lower field downriver. It also inundated the treed area within the western portion of the site which is visible in the lower photo on page 7 of the report.

The only noticeable signs of the flooding are deposits of sand on the ground in front of the cabin and garage as well as the treed area downriver. In some spots the sand is likely as deep as 6-12 inches, however only 0-3 inches in



**MEMORANDUM
DEPARTMENT OF NATURAL RESOURCES
Land**

**STATE OF ALASKA
Division of**

TO: Files

FROM: Ron Swanson, Director



DATE: November 22, 1995

SUBJECT: Exxon Valdez Trustee Council Purchases

On November 19, 1995 the EVOS Trustee Council voted to acquire the attached properties because "the land is needed for ecological, natural, physical and scenic values that were injured in the Exxon Valdez oil spill."

Accordingly, ILMA's will have to be issued to the agencies as shown on the chart. Further public notice will not be needed as the Trustee's action was well noticed and the subject of public hearings.

FILE #
ADL #
DRAFT IUMA

WU NEED WORKING FROM AG'S OFFICE ON RESTRICTIONS BECAUSE OF PURCHASE WITH AN SPILL #

Habitat Protection Process: Small Parcel Process Status Summary

Right IUMA's for
ENOS acquisition plans
ADNR is assumed to be Parks
Muckelbauer

Parcel ID	Name	Owner	Location	Acres	Rank	Agency Sponsor	Description
KEN 19	ILMA Coal Creek Moorage 226732	Linda McLane	Coal Creek Moorage Subdivision, Part 1, Block 1, Lots 1, 2, 3, 4, & 5; Block 2, Lot 2, Tract A. This parcel is located at the confluence of Coal Creek and the Kaslof River, part of the Kaslof River Flats.	53	High	ADNR ADNR Parks	The parcel contains an extensive tidal marsh surrounded by uplands of mixed spruce and birch. This parcel benefits pink and sockeye salmon, Dolly Varden, bald eagles, commercial and sport fishing, recreation and archaeological resources.
KEN 34	Cone Parcel 226733	Chester Cone	South of Beaver Loop Road, Kenai AK, T5N, R11W, Sec 11, SM. This parcel is located near the mouth of the Kenai River in an area known as the Kenai River Flats.	100	High	ADF&G/ ADNR Parks	This parcel contains an extensive tidal marsh and is surrounded by uplands containing bog meadow, grass, sedge, rose shrubs and spruce. Wetlands found on this property provide habitat for salmon smolt, Dolly Varden, waterfowl, shorebirds and raptors.
KEN 149	Peri Island 226734	Peri Island Ranch Partners	Island in Chugach Island group south of the Kenai Peninsula, T12S, R14W, Sec. 19 SM, Kenai, AK. This parcel occupies the NW corner of Peri Island, the central of the three islands in the Chugach Islands group.	156	High	ADNR Parks	An anadromous stream on the property provides habitat for salmon and Dolly Varden. In addition, there is a documented concentration of sea otters in the area. Acquisition would eliminate the impact of cattle grazing on injured resources.
PWS 05	Valdez Duck Flats	University of Alaska	0.5 miles north of the city of Valdez, Richardson Highway, Valdez Alaska, U.S. Survey No. 448, T8S, R6W, S29/32.	33	High	USFS	The Valdez Duck Flats are a large and unique complex of intertidal mud flats and salt marsh covering approximately 1000 acres. Millions of salmon fry from these streams and the nearby Solomon Gulch hatchery feed and rear throughout the Duck Flats.
KEN 1001	Deep Creek 226735	Ninilchik Native Association	Parcel is located at MM 137.3 on the Sterling Highway 2.2 miles south of Ninilchik, T25S, R14W, SM, Lot 5, Sec. 4, Lot 6, Sec. 4, Lot 6 Deep Creek Subdiv., Tracts A&B & Lot 1, B11, Leisure Time Estates.	91	High	ADNR	This parcel has approx. 0.5 miles of shoreline on Cook Inlet and provides restoration benefit for intertidal/subtidal biota, recreation and subsistence.
KEN 1004	Stephanika Tract	Kenai Native Assoc. Inc.	This parcel is located within the Kenai National Wildlife Refuge, T4N, R8W, S.M., Section 1 and E 1/2 of Section 2.	803	High	USFWS	This parcel contains one and one half sections of intermediate and mature forest with small pockets of wetlands. It provides habitat for sockeye and pink salmon, Dolly Varden and river otters and has recreation and cultural resource values.

DRAFT

Habitat Protection Process; Small Parcel Process Status Summary

Parcel ID	Name	Owner	Location	Acres	Rank	Agency Sponsor	Description
PWS 52	Valdez, Hayward 226736	Phillip L. Hayward	Lots 1-4, Block 3 and 4, Zook Subdivision, Mineral Loop Road, Valdez, Alaska. T8S, R6W, S33/34.	9.5	Moderate	ADF&G	This parcel is adjacent to the Valdez Duck Flats and acquisition would provide protection from development adjacent to these unique complex intertidal mud flats and salt marsh.
KEN 10	Kobylarz Subdivision 226737	Elizabeth Kobylarz	Kobylarz Subdivision Tract D, Sec 19, T5N, R10W, S4, Kenai, AK. This parcel is located on Mile 14 of the Kenai River and encompasses approximately 1100 feet of riverbank frontage on Big Eddy.	20	Moderate	ADF&G/ ADNR Yield	This parcel provides access to one of the most popular fishing areas on the Kenai River. Acquisition would provide protection of key salmonid habitat and also benefit Dolly Varden.
KEN 148	River Ranch 226738	Anderson, Hanni, Terry	Government Lot 4, 9, 10 and the NE 1/4 of the SW 1/4, T5N, R9W, Sec 22, S4 Kenai AK. This parcel is located near River Mile 32 on the Kenai River.	146	Moderate	ADF&G/ ADNR Yield	This parcel is one of the larger privately owned properties on the river, developed as a horse and cattle ranch. It has high potential for recreational use and habitat protection as acquisition will facilitate management of fisheries and injured resources
KAP 150	Karluk 226739	Karluk IRA Council	Karluk River, Kodiak Ak. T30S, R32W, Section 23, S4. This parcel is located on the west side of Kodiak Island.	5	Moderate	ADF&G/ ADNR	The Karluk River drainage is the single largest salmon system in the Kodiak Island Group. Subsistence fishermen are dependant on Karluk resources including pink and sockeye salmon. Dolly Varden and recreation/tourism will also benefit from protection.
KAP 226	Karluk River Lagoon 226740	Reed Scoops, Ayokulik Associates	USS 362 - Tracts A-D, Karluk River Lagoon, T30N, R32W, Sec. 22, S4.	21.5	Moderate	ADF&G/ ADNR	This parcel provides important public access and recreational service values. The Karluk River is world renowned for its highly productive fishery resources including chinook, sockeye, pink, chum and coho salmon. Cultural resources will also benefit.
KEN 54	Salamatof Parcel	Salamatof Native Assoc., Inc.	T4N, R9W, Sec. 6 & 7, S4, Kenai, AK. T4N, R10W, portions of Sec. 1 & 12, S4, Kenai AK. This parcel encompasses approximately two miles of river bank between River Miles 26 & 28 upstream of the Soldotna Airport.	1260	Moderate	ADF&G/ ADNR/ USFWS	This parcel is one of the largest undeveloped privately owned parcels on the Kenai River. Protection will be provided injured resources such as salmon, Dolly Varden, river otters and bald eagles from future development.

DRAFT

Habitat Protection Process; Small Parcel Process Status Summary

Parcel ID	Name	Owner	Location	Acres	Rank	Agency Sponsor	Description
✓ PWS 17	Elamar Subdivision 226741	Elamar Properties, Inc.	Elamar Subdivision in Virgin Bay, Tatitlek Narrows, Prince William Sound. T11S, R9W, S20/29. This parcel is located on Virgin Bay, Approx. 2 miles north of the village of Tatitlek in PWS.	172	Moderate	ADNR	The area is mostly flat, well forested protected by Bligh and Busby Islands to the west and surrounded by mountains to the east. 42 lots have been sold. Benefits exist for salmon, herring, intertidal/subtidal habitats, sea otters and recreation/tourism.
✓ KEN 55	Overlook Park 226742	Cronland, Geister, Lloyd, McNiven, Whytal	3/4 miles north of Bluff Point from Sterling Highway, Homer, AK. T6S, R14W, Sections 15 & 22, SM, Kenai, AK. This parcel is locally known as Overlook Park. It is situated below and is visible from the Sterling Hwy, scenic overlook.	97	Moderate	ADNR	The parcel lies upland of 3/4 mile of Kachemak Bay shoreline and an extensive tidal pool area unique to the area and accessible from the road system. This intertidal habitat contains especially diverse flora and fauna.
✓ KAP 145	Termination Point 226743	Leisner Inc. (Surface Estate)	Monastika Bay, NE coast of Kodiak Island. T27S, R20W, Sec. 6, 7, 8 & 18, SM. This parcel is approx. 12 miles from the town of Kodiak.	1028	Moderate	ADNR	This relatively flat coastal tract with 4 miles of convoluted shoreline and is forested. The parcel also contains productive intertidal habitat and benefits marbled murrelets, pigeon guillemots, recreation, subsistence and archaeological resources.
KAP 130	Uyak Bay	Dodge, Eklund, Powelle, Truitt	Head of Uyak Bay, west side of Kodiak Island. T33S, R27W, Sec. 31, & T34S, R27W, Sec. 6, SM.	318	Moderate	USFWS	This parcel has approx. 0.5 miles of shoreline on Uyak Bay and Uyak River runs through a portion of the parcel. The Uyak River provides habitat for pink, coho, and chum salmon, Dolly Varden, bald eagles. There is also a productive intertidal area.
✓ KEN 12	Baycrest 226744	Michael Bullock (Agent), Baycrest Investment Corp.	T6S, R14W, Sec. 23, below Baycrest Hill west of Homer. This parcel is adjacent to the "Overlook Parcel" on the west and contains 3/4 mile of Kachemak Bay frontage.	90	PMSC*	ADNR	This parcel contains an extensive tidal pool area and is accessible from the road system. Outstanding attributes of this parcel contribute to recreation, public access and management of the Overlook Parcel.
✓ KEN 29	Tulin Parcel 226745	Charles E. & Helen Tulin	Located between the Sterling Highway and Cook Inlet with 3/4 mile of ocean frontage. T6S, R14W, Sec. 8 & 9, SM Kenai, AK	220	PMSC*	ADNR	This parcels contains and runs parallel to Diamond Creek from the Sterling Highway to Cook Inlet. The parcel is dominated by a mixed spruce and birch forest. Outstanding attributes of this parcel are its potential for recreation and public access.

DRAFT

Habitat Protection Process: Small Parcel Process Status Summary

Parcel ID	Name	Owner	Location	Acres	Rank	Agency Sponsor	Description
KAP 22	The Triplets	Ouzinkie Native Corporation	Marmot Bay, 4 miles north of Kodiak Island, T25S, R25W, Sec. 23 & 26, SM.	60	PMSC*	USFWS	These three islands comprise the largest seabird colony in the Kodiak Archipelago. They contain important breeding habitat for several seabird populations impacted by the oil spill (colonial nesting seabirds, common murre).
KAP 220	Mouth of Ayakulik River 220744	Ayakulik Associates, c/o Reed Sloops	Mouth of the Ayakulik River, USMS 247, lots 1-6, Tract A. This parcel is composed of 6 lots and an adjacent tract at the mouth of the Ayakulik River in western Kodiak.	56	PMSC*	ADF&G	This river is second only to the Karluk for sockeye and chinook salmon production potential. Acquisition would provide outstanding benefits to recreation and fisheries management.
KAP 105/142	Three Saints Bay	Pestrikoff & Boskolsky	Three Saints Bay, Kodiak Island T35S, R27W, Sec. 10 & 11, SM. These parcels adjoin each other and are located within the entrance to the bay.	48 & 410	PMSC*	USFWS	Accessible shorelines and nearshore waters are used for subsistence purposes. Outstanding attributes include the wilderness qualities of the area, subsistence benefits to residents, and cultural resources.
KEN 1015	Lowell Point 226747	James E. McCracken	McCracken Tract A, located in Lot 3, USS 3365, SW 1/4 Sec 22, NW 1/4 Sec 27 SM	19.38	PMSC*	ADNR	Located on Lowell Point, one mile south of Alaska Sealife Center. Parcel is forested in old growth hemlock and spruce with 700' of sand and gravel beach. The parcel provides recreational opportunities and access to Resurrection Bay.
KEN 1014	Grouse Lake	Mr. Dean Anderson	Portion of the S 1/2, SW 1/4, Section 1, T1N, R1W, SM lying west of Grouse Lake	64	PMSC*	USFS	This parcel is the only level access area to Grouse Lake and Grouse Creek, an area used by campers and anglers for years. Purchase will benefit the restoration of sockeye salmon, Dolly Varden, pink salmon and recreation/tourism.
PWS 1010	Jack Bay 276748	University of Alaska	T10S, R8W Copper River Meridian, Alaska, Sec. 2, lot 7, Sec. 3, lot 2, containing 198.64 acres, more or less. T10S, R8W, of the Copper River Meridian, Alaska, Sec. 4; tract A, Sec. 9; tract A, Sec. 10; N1/2, Sec. 11; tract A, containing 743 acres.	942	PMSC*	ADNR/USFS	This parcel provides restoration benefit for pink salmon, herring, bald eagles, harbor seals, harlequin ducks and intertidal and subtidal biota. In addition, this parcel has received much public support and is accessible by boat from Valdez.

DRAFT

PMSC (Parcels Meriting Special Consideration)
Page 4

7/18/95

Habitat Protection Process; Small Parcel Process Status Summary

Parcel ID	Name	Owner	Location	Acres	Rank	Agency Sponsor	Description
✓ KEN 1009	Cooper Parcel <i>226149</i>	David & Wanda Cooper	T2S R14W S02 Portions of Govt lots 1 & 2	30	PMSC*	ADFG	This parcel is located on the Ninilchik River 2 miles upstream from the mouth. The river flows through the middle of the parcel and most of the property is classified as riparian habitat benefiting pink salmon. Dolly Varden and recreational use.
✓ KEN 1006	Graves Parcel <i>226150</i>	Irene H. Graves	060-470-0100 M/L T05NR10WS31 Govt lot 2, containing 39.65 acres; 060-011-1300 T05NR10WS31 Govt lot 11 containing 46.73 acres; M/L 060-470-1200 T05NR10WS31 Govt lot 3 excluding lot 5 blk 1 HALCYON Sub (KN73009) and Resub Lot 1 Blk 1 HALCYON Sub KN760075	110	PMSC*	ADNR/ADFG <i>joint</i>	Parcel is located near Mile 19 of the Kenai River just outside the city of Soldotna. The parcel provides key habitat for pink salmon and Dolly Varden and receives high levels of trespass recreational use from sportfishermen accessing property by boat.
✓ KEN 1005	Ninilchik <i>226151</i>	Ninilchik Native Assoc.	Parcel #1, Section 35, T1S, R14W, SM W 1/2, SW 1/4 Homer Recording District, Parcel #2, Section 35, T1S, R14W, SM (Chinook Park Homer Recording Dist.	5.76 10.38	PMSC*	ADNR	This parcel is located immediately adjacent to Ninilchik State Recreation Area and provides significant benefit to recreation/tourism. Acquisition will enhance access to public lands and eliminate existing trespass problems.
✓ PWS 11	Horseshoe Bay <i>226152</i>	Lucy Groh	Horseshoe Bay Subdivision and Tracts 1, 2, 3, 4, and 5 of Horseshoe Bay Subdivision according to the official Plat thereof recorded as Plat 83-7, Valdez Recording District, T2S, R9E, S9.	315	PMSC*	ADNR	This parcel is surrounded by Horseshoe Bay State Marine Park and contains 1600' of waterfront in the heart of Horseshoe Bay, including the creek mouth and the waterfall. Acquisition would benefit pink salmon and recreation/tourism in PWS.
✓ PWS 1027	Flemming Spit <i>will be transferred to city of Cordova</i> <i>226153</i>	Sealaska Corp.	US Survey 252, Orca Inlet, Cordova AK T15S, R3W, CRM	5.39	PMSC*	ADNR	This parcel is the site of a strong terminal coho sport fishery and a fledgling king salmon fishery. These terminal fisheries provide replacement sport fish opportunities lost because of the spit.

DRAFT


*PMSC (Parcels Meriting Special Consideration)
Page 5

7/18/95

MEMORANDUM
DEPARTMENT OF NATURAL RESOURCES
Land

STATE OF ALASKA
Division of

TO: Dick Mylius, Chief
Land and Resources

FROM: Ron Swanson, Director 

DATE: November 21, 1995

SUBJECT: Exxon Valdez Oil Spill Purchases

Attached is a list of properties that the EVOS Trustees has approved for purchase. Please make sure that those that are highlighted are included in the Kenai and Kodiak Area Plans.

Also note that there are some properties within Prince William Sound. At some point these will need to be plan amendments to the Prince William Sound Area Plan.

I am currently in the process of preparing ILMA's for all these properties with management assigned as indicated on the chart..

Habitat Protection Process; Small Parcel Process Status Summary

Parcel ID	Name	Owner	Location	Acres	Rank	Agency Sponsor	Description
✓ PWS 52	Valdez, Hayward 226732	Phillip L. Hayward	Lots 1-4, Block 3 and 4, Zook Subdivision, Mineral Loop Road, Valdez, Alaska T8S, R10W, S33/34.	9.5	Moderate	ADF&G	This parcel is adjacent to the Valdez Duck Flats and acquisition would provide protection from development adjacent to these unique complex intertidal mud flats and salt marsh.
✓ KEN 10	Kobylarz Subdivision 226737	Elizabeth Kobylarz	Kobylarz Subdivision Tract D, Sec 19, T5N, R10W, SM, Kenai, AK. This parcel is located on Mile 14 of the Kenai River and encompasses approximately 1100 feet of riverbank frontage on Big Eddy.	20	Moderate	ADF&G/ ADNR joint	This parcel provides access to one of the most popular fishing areas on the Kenai River. Acquisition would provide protection of key salmonid habitat and also benefit Dolly Varden.
✓ KEN 148	River Ranch 226738	Anderson, Hanni, Terry	Government Lot 4, 9, 10 and the NE 1/4 of the SW 1/4, T5N, R9W, Sec 22, SM Kenai, AK. This parcel is located near River Mile 32 on the Kenai River.	146	Moderate	ADF&G/ ADNR joint	This parcel is one of the larger privately owned properties on the river, developed as a horse and cattle ranch. It has high potential for recreational use and habitat protection as acquisition will facilitate management of fisheries and injured resources.
✓ KAP 150	Karluk 226739	Karluk IRA Council	Karluk River, Kodiak Ak. T30S, R32W, Section 23, SM. This parcel is located on the west side of Kodiak Island.	5	Moderate	ADF&G/ ADNR	The Karluk River drainage is the single largest salmon system in the Kodiak Island Group. Subsistence fishermen are dependant on Karluk resources including pink and sockeye salmon. Dolly Varden and recreation/tourism will also benefit from protection.
✓ KAP 226	Karluk River Lagoon 226740	Reed Stoops, Ayakulik Associates	USS 362 - Tracts A-D, Karluk River Lagoon, T30N, R32W, Sec. 22, SM.	21.5	Moderate	ADF&G/ ADNR	This parcel provides important public access and recreational service values. The Karluk River is world renown for its highly productive fishery resources including chinook, sockeye, pink, chum and coho salmon. Cultural resources will also benefit.
KEN 54	Salamatof Parcel	Salamatof Native Assoc., Inc.	T4N, R9W, Sec. 6 & 7, SM, Kenai, AK, T4N, R10W, portions of Sec. 1 & 12, SM, Kenai, AK. This parcel encompasses approximately two miles of river bank between River Miles 26 & 28 upstream of the Soldotna Airport.	1260	Moderate	ADF&G/ ADNR/ USFWS	This parcel is one of the largest undeveloped privately owned parcels on the Kenai River. Protection will be provided injured resources such as salmon, Dolly Varden, river otters and bald eagles from future development.

**Release and Recission/Cancellation of
Declaration of Covenants, Conditions and Restrictions
for Kenai River Ranch**

The owners of the following described real property, commonly referred to as the Kenai River Ranch, hereby agree to cancel, and declare null and void, the Declaration of Covenants, Conditions and Restrictions for Kenai River Ranch, dated the 30th day of July, 1976, and recorded on August 2nd, 1976 in Book 98, at page 388, in the records of the Kenai Recording District, Third Judicial District, State of Alaska.

Description of Real Property:

Government Lots 4, 9, 10 and the Northeast Quarter of the Southwest Quarter, all in Section 22, Township 5 North, Range 9 West, Seward Meridian, Alaska, containing approximately 146 acres.

This document shall also constitute an acknowledgment that each owner represents and warrants that he/she/they/it are fully satisfied with the actions of the Ranch Committee, Walter G. Hanni, Stephen W. Anderson, Ervin K. Terry, and Continental Development Corporation pertaining to the sale of said real property to the State of Alaska, that each is satisfied with the terms and conditions of said sale, and that each will hold the Ranch Committee, Walter G. Hanni, Stephen W. Anderson, Ervin K. Terry and Continental Development Corporation harmless from any and all loss, claim, demand, or damage associated with this sales transaction and/or this investment. By each owner signing this document, each owner represents, warrants and consents that at the closing of the sale of this property to the State of Alaska, all Area Use Leases and the Declaration of Covenants, Conditions and Restrictions for Kenai River Ranch are null and void.

Dated this 17th day of July, 1997.

Owners:

**RESOLUTION OF THE
EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL**

We, the undersigned, duly authorized members of the *Exxon Valdez* Oil Spill Trustee Council ("Trustee Council"), after extensive review and after consideration of the views of the public, find as follows:

1. Owners of the small parcels identified in the small parcel acquisition process as KEN 10, KEN 12, KEN 19, KEN 29, KEN 34, KEN 54, KEN 55, KEN 148, KEN 1001, KEN 1002, KEN 1003, KEN 1004, KEN 1005, KEN 1006, KEN 1009, KEN 1014, KEN 1015, PWS 17 and PWS 52 have indicated an interest in selling those parcels;

2. The Trustee Council authorized appraisals of the above identified small parcels. Appraisals have now been completed for these small parcels or portions of these small parcels which are more specifically identified at page 5 of Attachment A to this Resolution (hereinafter referred to as the "Small Parcels") and approved by the government review appraisers;

3. As set forth at pages 23-25, 32-41, 44-47, 50-57, and 60-69 of Attachment A the Small Parcels have attributes which if they are acquired and protected will restore, replace, enhance and rehabilitate injured natural resources and the services provided by those natural resources including important habitat for several species of fish and wildlife for which significant injury resulting from the spill has been documented;

4. Existing laws and regulations, including but not limited to the Alaska Forest Practices Act, the Anadromous Fish Protection Act, the Clean Water Act, the Alaska Coastal Management Act, the Bald Eagle Protection Act and the Marine Mammals Protection Act, are intended, under normal circumstances, to protect resources from serious adverse affects from logging and other

development activities. However, restoration, replacement and enhancement of resources injured by the *Exxon Valdez* oil spill present a unique situation. Without passing on the adequacy or inadequacy of existing law and regulation to protect natural resources and services, biologists, scientists and other resource specialists agree that, in their best professional judgment, protection of habitat in the spill affected area to levels above and beyond that provided by existing law and regulation will have a beneficial affect on recovery of injured resources and lost or diminished services provided by these resources;

5. There has been widespread public support for the protection of these Small Parcels;
and
6. The purchase of the Small Parcels is an appropriate means to restore a portion of the injured resources and services in the oil spill area.

THEREFORE, we resolve to provide funds for the State of Alaska or the United States of America, as applicable, to offer to purchase and, if the offers are accepted, to purchase all the Sellers' rights and interests in the Small Parcels KEN 10, KEN 12, KEN 19, KEN 29, KEN 34, KEN 54, KEN 55, KEN 148, KEN 1001, KEN 1002, KEN 1003, KEN 1004, KEN 1005, KEN 1006, KEN 1009, KEN 1014, KEN 1015, PWS 52, Lots 5 through 11, and Lot 30, Block 10 of Plat 82-13 of PWS 17 as identified in Attachment A and to provide funds necessary for closing costs recommended by the Executive Director of the Trustee Council ("Executive Director") and approved by the Trustee Council and pursuant to the following conditions:

(a) the amount of funds (hereinafter referred to as the "Purchase Price") to be provided by the Trustee Council for the purchase of the Small Parcels shall be the final approved appraised fair market value of the Small Parcels as follows:

KEN 10	\$320,000
KEN 12	\$450,000
KEN 19	\$260,000
KEN 29	\$1,200,000
KEN 34	\$600,000
KEN 54	\$2,320,000
KEN 55	\$244,000
KEN 148	\$1,650,000
KEN 1001	\$672,000
KEN 1005	\$50,000
KEN 1006	\$1,835,000
KEN 1009	\$48,000
KEN 1014	\$211,000
KEN 1015	\$531,000
PWS 17	\$310,000
PWS 52	\$150,000

Authorization for funding for any acquisition described above shall terminate if a purchase agreement is not executed by December 15, 1996.

(b) four million dollars (\$4,000,000) is provided towards the purchase of the Kenai Natives Association lands substantially as described in Attachment B including KEN 1002, KEN 1003, and KEN 1004. These three small parcels must be acquired at the time any portion of the funds authorized by this subparagraph are expended. Authorization for funding for these acquisitions shall terminate if a purchase agreement is not executed by December 15, 1998.

(c) disbursement of these funds by the District Court;

(d) a satisfactory title search is completed by the acquiring government and the Seller is willing and able to convey fee simple title by warranty deed except that with respect to parcel KEN

29 the Sellers may reserve certain oil and gas rights that will not effect the restoration value of the property and provided that in no event may the surface of the property be used or altered in any way for purposes of oil and gas exploration or production;

(e) no timber harvesting, road development or any alteration of the land will be initiated on the land without the express agreement of the acquiring government prior to purchase;

(f) a satisfactory hazardous materials survey is completed;

(g) compliance with the National Environmental Policy Act;

Title to the Land conveyed to the State or the United States of America shall be subject to the conditions that unless otherwise agreed to by the Trustee Council there shall be no commercial timber harvest on the Small Parcels nor any other commercial use of the Small Parcels excepting such limited commercial use as may be consistent with state and federal law and the goals of restoration to its prespill condition of any natural resource injured, lost, or destroyed as a result of the EVOS and the services provided by that resource or replacement or substitution for the injured, lost or destroyed resources and affected services as described in the Memorandum of Agreement and Consent Decree between the United States and the State of Alaska entered August 28, 1991 ("MOA") and the Restoration Plan as approved by the Trustee Council ("Restoration Plan"). Covenants to implement these conditions shall be subject to the approval of United States Department of Justice and the Alaska Department of Law.

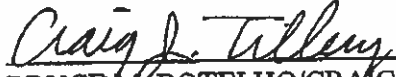
It is the intent of the Trustee Council that any facilities or other development on the Small Parcels by the acquiring government will be of limited impact and in keeping with the existing character of the land and restoration objectives of the Restoration Plan and the MOA.

By unanimous consent and upon execution of the purchase agreements and written notice from the State of Alaska and the Executive Director for Small Parcels KEN 10, KEN 12, KEN 19, KEN 29, KEN 34, KEN 55, KEN 148, KEN 1001, KEN 1005, KEN 1006, KEN 1009, KEN 1015, PWS 17, and PWS 52, the Department of the Interior and the Executive Director for Small Parcels KEN 54, KEN 1002, KEN 1003, and KEN 1004, and the United States Department of Agriculture and the Executive Director for Small Parcel KEN 1014, respectively, that the terms and conditions set forth herein and in the purchase agreements have been satisfied, we request the Alaska Department of Law and the Assistant Attorney General of the Environment and Natural Resources Division of the U.S. Department of Justice to petition the District Court for withdrawal of the Purchase Price and any such additional costs related to closing as are recommended by the Executive Director and approved by the Trustee Council for each of the Small Parcels from the District Court Registry account established as a result of the Governments' settlement to be paid at the time of closing. As purchase agreements are completed for particular parcels we request that the Department of Law and the Department of Justice petition the District Court for disbursement of such funds necessary for closing the acquisitions. These amounts represent the only amounts due under this resolution to the Sellers by the State of Alaska or the United States of America from the joint funds in the District Court Registry and no additional amounts or interest are herein authorized to be paid to the Sellers from such joint funds.

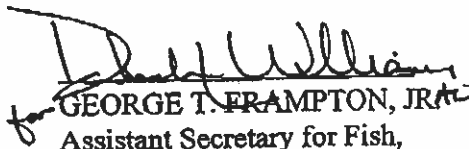
Dated this 20th day of November, 1995 at Anchorage, Alaska.



PHIL JANIK
Regional Forester
Alaska Region
USDA Forest Service



BRUCE M. BOTELHO/CRAIG TILLERY
Attorney General/Trustee Representative
State of Alaska



for GEORGE T. FRAMPTON, JR.
Assistant Secretary for Fish,
Wildlife and Parks
U.S. Department of the Interior



STEVEN PENNOYER
Director, Alaska Region
National Marine Fisheries Service



FRANK RUE
Commissioner
Alaska Department of
Fish and Game



for GENE BURDEN
Commissioner
Alaska Department of
Environmental Conservation

MEMORANDUM

Department of Natural Resources

State of Alaska

Division of Land

TO: Jim Stratton
Director, Parks and Outdoor Recreation

DATE: 5/24/99

FILE:

TELEPHONE: x8503

FROM:  Richard LeFebvre
Deputy Director

SUBJECT: EVOS Management Rights

The purpose of this memo is to clarify the management of those EVOS parcels acquired under AS 41 authority shown in the attached list. Because of updating the existing OSL/LSH computer system and creating a new EVOS case type, the creation of Management Rights for these parcels have not been completed. During the interim the management of these parcels acquired under AS 41 rests with the Division of Parks and Outdoor Recreation, Department of Natural Resources.

Attachment:

Summary of State Exxon Valdez Oil Spill Funded Acquisitions

Poor Filming
Quality

Summary of State Exxon Valdez Oil Spill Funded Acquisitions

Landowner/Parcel	Total Acreage	Authority	Proposed Management	Enforcement Easement	Total Cost	From EVOS Trust	From Other Sources
Kachemak Bay State Park Inholdings	23,800.0	LDA	DNR/Parks	Reverend to US	\$22,000,000	\$7,500,000	\$14,500,000
Seal Bay/Onk Cape	41,549.0	LDA	DNR/Parks	USFWS	\$39,549,333	\$39,549,333	
Shuyak Island	26,665.0	LDA	DNR/Parks	USFWS	\$42,000,000	\$42,000,000	
Chenequa	16,268.0	AS 41.21.020(a)(3)	DNR/Parks	USFS	\$9,292,876	\$9,292,876	
Alagnak Joint Venture	46,300.0	AS 41.21.020(a)(3)	DNR/Parks	USFWS	\$70,000,000	\$70,000,000	
Taitlek	4,041.0	AS 41.21.020(a)(3)	DNR/Parks	USFS	\$855,500	\$855,500	
Elkamar Subdivision, PSW	33.4	AS 41.21.020(a)(3)	DNR/Parks	USFS	\$150,000	\$150,000	
Hayward Parcel, Valdez	9.5	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$320,000	\$320,000	
Kobyatze, Kenai River	20.0	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$1,200,000	\$1,200,000	
Tullin, Kenai Peninsula	220.0	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$600,000	\$600,000	
Cone, Kenai River	100.0	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$1,835,000	\$1,835,000	
Givies, Kenai River	110.0	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$475,000	\$475,000	
Horsehoe Bay, PWS	315.0	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$260,000	\$260,000	
Coal Creek, Kaslof	53.0	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$531,000	\$531,000	
Lowell Point, Seward	19.4	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$699,000	\$699,000	
Schilling/Roberts, Kenai River	3.3	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$55,000	\$55,000	
Manstoll, Kenai River	1.6	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$244,000	\$244,000	
Overhook, Kenai Peninsula	97.0	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$1,650,000	\$1,650,000	
River Ranch, Kenai River	146.0	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$50,000	\$50,000	
Nitichik, Kenai Peninsula	16.0	AS 41.21.020(a)(3)	DNR/Parks				
Subtotal	159,767.2				191,565,709.0	177,065,709.0	14,500,000.0
Pending Large Parcels (All pending amounts are estimates)							
Eyak	4,355.0	AS 41.21.020(a)(3)	DNR/Parks	USFS	\$0	\$0	\$0
Subtotal	4,355.0				\$0	\$0	\$0
Pending Small Parcels (All pending amounts are estimates)							
Cooper Parcel	30.0		ADFG				
Patsen, Kenai River	76.3	AS 41.21.020(a)(3)	DNR/Parks	BLM	\$450,000		
Termination Point	1028.0	AS 41.21.020(a)(3)	DNR/Parks	ADFG	\$80,000		
Mouth of Ayakulik River	5.4		ADFG				
Karluk River Lagoon	16.3		ADFG				
Subtotal	1156.0				\$530,000		
Totals	165,278.2				\$192,095,709	\$177,065,709	\$14,500,000

Sheet 2 updated 1/4/99